
Bid Security

Vendor

CITY OF NEWARK
Delaware

CONTRACT NO. 13-10

NEWARK WATER TREATMENT PLANT FILTER REHABILITATION

NOTICE

Return intact with properly
completed forms or bid may be rejected.

CITY OF NEWARK

Delaware

CONTRACT NO. 13-10

NEWARK WATER TREATMENT PLANT FILTER REHABILITATION

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ATTACHMENTS

ATTACHMENT 1 - COATINGS EVALUATION OF FILTER
TANKS #1, #2, #3 LOCATED AT THE NEWARK (FORMERLY
KNOWN AS "CURTIS") PLANT, MAY 25, 2011, MUMFORD-
BJORKMAN ASSOCIATES, INC.

ATTACHMENT 2 - PROJECT DRAWINGS, SHEETS 1 THROUGH
SHEET 7

CITY OF NEWARK
Delaware

CONTRACT NO. 13-10

NEWARK WATER TREATMENT PLANT FILTER REHABILITATION

NOTICE OF LETTING

Sealed bids for Contract No. 13-10, Newark Water Treatment Plant Filter Rehabilitation, will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware 19711 until 2 p.m., prevailing time, Tuesday, January 7, 2014 and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

Attendance is **MANDATORY** at a pre-bid meeting on Monday, December 16, 2013 at 10:00 am at the Newark Water Treatment Plant, located at 215 Paper Mill Road in Newark, DE. For information, call (302) 366-7055.

Plans and Specs may be obtained from the City's web page www.cityofnewarkde.us. Information can be found by accessing the Bid/Proposal Opportunities link on the home page.

CITY OF NEWARK

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CONTRACT NO. 13-10

NEWARK WATER TREATMENT PLANT FILTER REHABILITATION

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "City of Newark - Contract No. 13-10, Newark Water Treatment Plant Filter Rehabilitation". Bid Documents must be received in the Purchasing Office prior to 2 p.m. prevailing time, Tuesday, January 7, 2014. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) calendar days following the bid opening date.

Attendance is **MANDATORY** at a pre-bid meeting on Monday, December 16, 2013 at 10:00 am at the Water Treatment Plant, located at 215 Paper Mill Road in Newark, DE.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of 5 percent (5%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date. The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

3. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

4. AWARDS

The City Manager will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

5. BID PRICE

The bid price shall include all transportation, delivery, installation and all charges for the goods and services specified for the Newark Water Treatment Plant Filter Rehabilitation.

6. COMPLETION DATE AND TIMES

The Contractor is to complete the work within one hundred and eighty (180) calendar days from the date of notification of award. Liquidated damages of one hundred and fifty dollars (\$150.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. At least one treatment unit (between Units No. 1, 2, and 3) must be complete and in service within ninety (90) calendar days from notice to proceed.

Additional liquidated damages of five hundred dollars (\$500.00) per day may be assessed to the Contractor for each day beyond the ninety (90) day period where at least one treatment unit must be complete and in service. Liquidated damages are not to be construed as a penalty in any sense.

7. INTENT OF SPECIFICATIONS

It shall be the contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

8. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the bid.

9. EQUALS

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

10. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units will be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this contract.

11. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for goods of this type. Component parts and units will be manufactured to definite standard dimensions with proper fit and clearances.

12. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the vendor.

13. ADVERTISEMENTS

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

14. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses and also shall be a fair and equal opportunity employer.

15. NONCOLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

16. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda, issued no later than five (5) calendar days prior to the bid opening date. Bidders shall bear the entire responsibility for being sure they have received all such addenda. Any questions regarding the bidding process should be directed to Ms. Cenise Wright, Purchasing Administrator, at (302) 366-7022. Any questions regarding the technical specifications should be directed to Mr. Roy A. Simonson, PE, Director of Water Resources and Public Works, at (302) 366-7055.

17. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date according to the approved schedule of values. Payment for material stored on site will be made at 50% of the material's invoice price. Full payment will be made after the material is installed. Payment will be made within thirty (30) days of final acceptance by the City.

18. LIABILITY INSURANCE

A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.

- B. The Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$2,000,000 Each Occurrence Limit
\$2,000,000 Personal & Advertising Injury Limit
\$3,000,000 Annual Aggregate Limit
\$3,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, The City of Newark (Owner) and all other parties required of the general Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

19. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal and the bid security must be executed and completed in full and submitted with the bid at the time of bidding, or may be subject to rejection.

20. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- a. Schedule of Values
- b. Construction Schedule
- c. Construction Bond
- d. Insurance Documentation

21. RETAINAGE

The City will retain 5% of the progress payments until such time as the project is complete and accepted by the City.

22. INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright or patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

23. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

CITY OF NEWARK

Delaware

CONTRACT NO. 13-10

NEWARK WATER TREATMENT PLANT FILTER REHABILITATION

SCOPE OF WORK

1. SCOPE OF WORK

The Newark Water Treatment Plant operates five (5) Siemens Trident adsorption clarification/filtration package treatment systems. Each package treatment system consists of a steel modular tank divided into an up-flow adsorption clarifier unit followed by a down-flow gravity filter with mixed media and a direct retention underdrain system. Treatment Units No. 1, 2 and 3 were installed and commissioned with the original plant construction. Treatment Units No. 4 and 5 were commissioned in 2008. Treatment Units No. 1 and No. 3 are currently out of service. Contract No. 13-10 includes the complete rehabilitation of Treatment Units No. 1, 2 and 3 and exterior coating spot repairs to Treatment Units No. 4 and 5. The project consists of, but is not necessarily limited to, the following major work items, which are described in greater detail in the attached Project Drawings:

- A. Drain and clean Treatment Tanks No. 1, 2 and 3. The existing adsorption clarification media shall be removed and stored in accordance with manufacturer's recommendations and reused. The City will provide any additional media required to top off the clarifiers during re-installation. The filter media shall be removed and disposed of by the Contractor. New filter media shall be installed after painting.
- B. After Treatment Tanks No. 1, 2, 3 have been emptied and cleaned by the Contractor; a representative of the City will conduct an inspection of the interior of each tank, including the underdrain. The results of the inspection shall be reviewed by the City to determine the need for any additional repair work to the interior of the treatment tanks and underdrains. The scope of any additional repair work will be authorized by the City prior to blasting and recoating the tanks.

- C. Blast and recoat the interior and exterior of Treatment Tanks No. 1, 2 and 3 including all ancillary components. Provide temporary containment enclosures and ventilation systems on all treatment units as required to protect them from contamination and maintain a safe work environment while allowing for access to all equipment necessary for the operation of the plant during construction.
- D. Spot clean and recoat the exterior of Treatment Tanks No. 4 and 5 at select locations which shall generally include the base and upper perimeter of each tank.
- E. Blast and recoat ancillary piping, handrails and catwalk stringers for Treatment Tanks No. 1, 2 and 3. All piping within the containment enclosures shall be blasted and recoated.
- F. Replace the sealant around the base of Treatment Tanks No. 1, 2 and 3.
- G. Replace gaskets for clarifier screens, underdrains and waste gates in Treatment Tanks No. 1, 2 and 3.
- H. Install new filter-to-waste piping for Treatment Tanks No. 1, 2 and 3 including three new flow control valves, electric actuators, wiring and conduit for power and control.
- I. Disinfect, start-up and test the rehabilitated filter(s). Provide start-up services by a representative of the filter manufacturer during start-up. Demonstrate filter-to-waste operation in the backwash sequence during start-up activities.
- J. Delivery of three operation and maintenance (O&M) manuals to the City.

As noted above, the attached Project Drawings further define the scope of work. The Contractor shall furnish all the required labor, materials, equipment and appurtenances necessary for the completion of the work.

2. LOCATION

The Newark Water Treatment Plant is located at 215 Paper Mill Road in Newark, DE.

3. PERMITS, CERTIFICATIONS, LAWS AND ORDINANCES

The Contractor shall perform the work in accordance with all local, state and federal laws and ordinances.

The Contractor is required to have or obtain a City Contractors License prior to starting the work. The Contractor is required to obtain any permits required for completion of the work. The fees for City of Newark permits will be waived.

4. SUBMITTALS

The Contractor should submit a minimum of three (3) copies of each submittal for review and approval. For scheduling purposes, the Contractor should allow for a fourteen (14) day review time by the City. The Contractor shall provide the following submittals to the Owner for review and approval:

- A. Shop drawings for all proposed materials and equipment to be used in the work.
- B. Sequence of construction (if different than indicated on the Drawings).
- C. Tank surface preparation plan which shall include the method(s) of surface preparation and type of equipment to be utilized for washing, hand/power tool cleaning, removal of rust, mill scale, paint and foreign matter, abrasive blasting and/or sponge jetting. If detergents, additives, or inhibitors are incorporated into the surface preparation activities, the Contractor shall include the names of the materials and the material safety data sheets. The Contractor shall identify any and all solvents proposed for any solvent cleaning together with all appropriate material safety data sheets. If the contractor proposes to heat or dehumidify the containment(s), the methods and equipment proposed for use shall be included in the plan for the City's consideration prior to the commencement of work.
- D. Pollution control plan showing proposed temporary containment, work areas, shrouds and ventilation systems for containment of dust/debris during blasting operations. Access shall be provided around all containment areas to allow for City operations of the treatment plant.
- E. Operation and Maintenance Manuals.

5. RESTORATION

The Contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the site.

6. SECURITY AND SITE ACCESS

The Contractor is responsible for security of his equipment and materials related to the work.

The Contractor is responsible to maintain the work site in a safe and orderly manner. The Contractor must provide sanitary facilities on site for the duration of the project.

7. TECHNICAL SPECIFICATIONS

Technical specifications are contained within the project drawings.

8. DRAWINGS

Project drawings are included as an Attachment.

9. ADD/DEDUCT ITEMS

There are no add/deduct items associated with this contract.

CITY OF NEWARK
Delaware

CONTRACT NO. 13-10

NEWARK WATER TREATMENT PLANT FILTER REHABILITATION

PROPOSAL

To: The Mayor and City Council
Newark, Delaware

From: _____

The undersigned as a lawfully authorized agent for the below named bidder has carefully examined the Bid Documents to be known as Contract No. 13-10 and bids himself on award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Specifications and any Addenda shall be a part, and to furnish the goods as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

Bid Item	Item Description	Amount
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1	Newark Water Treatment Plant Filter Rehabilitation, Lump Sum	\$
2	Treatment Tanks No. 1, 2 and 3 - Tank Interior/Underdrain Repair Allowance	\$ 40,000

Total Bid, Items 1 through 2 \$ _____

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NEWARK WATER TREATMENT PLANT FILTER REHABILITATION

PROPOSAL

Project to be Completed by _____

DATE: _____ BIDDER: _____

By: _____
Its legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK

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NEWARK WATER TREATMENT PLANT FILTER REHABILITATION

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____
of _____ of the County of _____
and State of _____, principal, and
of _____ as surety, legally authorized to
do business in the State of Delaware, are held and firmly bound
unto the City of Newark in the sum of
_____ Dollars, to be paid to said City of Newark
for use and benefit of the Mayor and Council of Newark, for which
payment well and truly to be made, we do bind ourselves, our and
each of our heirs, executors, administrators and successors,
jointly and severally, for and in the whole, Contractor by these
presents. Sealed with our seal dated the _____ day of
in the year of our Lord, two thousand and thirteen(2013).

NOW THE CONDITIONS OF THIS OBLIGATIONS IS SUCH, that if the
above bounded principal who has submitted to said City of Newark,
a certain proposal to enter into a certain Contract No. 13-10,
Newark Water Treatment Plant Filter Rehabilitation, and if said
_____ shall well and truly enter into and
executes said contract and furnish therewith such Surety Bond or

Bonds as may be required by the terms of said contract and approved by said City of Newark, said Contract, and said Bond to be entered into within fourteen (14) calendar days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE SIGNED _____ (SEAL)

PRESENCE OF WITNESS:

BY _____ (SEAL)

_____ SIGNED _____ (SEAL)

BY _____ (SEAL)